



BMA Central Enterprise Agreement 2026

SBU Outline of Claims

Current as of: 24 June 2026

BMA has put together a summary of all the claims the SBU has made so far in the BMA EA 2026 bargaining process, based on what the SBU provided in writing on 17 June 2026. The claims cover more than 30 clauses, including several new matters. Many of these may not be resolved quickly and would significantly change the existing Agreement.

We have been upfront and clear from the start on what we are proposing to change and what it means for the business and employees – with a focus on maintaining and building on what is already working well, instead of introducing significant change.

Clause	SBU Claim
National Employment Standards and Fair Work Act matters	
Clause 21 – Public Holidays	Inclusion of s114 provisions from the <i>Fair Work Act 2009</i> .
Clause 22 – Annual Leave	Review of annual leave quota provisions.
Clause 23 – Personal Carers’ Leave	Increase in entitlement from 10 days per year to 15 days per year; and allow for notification by text.
Clause 24 – Compassionate Leave	Increase leave entitlement to align with roster length and expansion of ‘immediate family’ definition (e.g. parents in law).
Clause 25 – Parental Leave	Incorporation of Parental Leave Policy into the Agreement.
Clause 26 – Long Service Leave	Inclusion of a 14-day written response time for LSL applications.
Clause 27 – Community Service Leave	Expansion of provisions to include: <ul style="list-style-type: none"> • Peak Downs Mines Fire Brigade training in the body of the Agreement for all sites, • State Emergency Services, and • Extended Jury Service provisions.
Clause 38 – Employee Representatives / Workplace Delegates’ Rights	Inclusion of SBU provided Workplace Delegates Rights clause, expanding the term significantly beyond the model Award.
Limiting operational flexibility	
Clause 6.1 – Other duties	Inclusion of training requirements and time limits for Employees acting as Step-Up Supervisors.
Clause 6.2 – Individual Flexibility Term	Removal of Individual Flexibility Arrangements for roster changes.
Clause 8 – Career Development and Progression	<ul style="list-style-type: none"> • Inclusion of protections for Employees to progress with training. • Requirement for EOIs to be issued for all roles. • Expansion of existing clause to capture excavators under 600t. • Requirement that all roles be advertised internally prior to any external advertisements. • Inclusion of Union representatives through entire recruitment process (interview panels, short listing and selection). • Defined performance expectations for all Trainees.

NOTE: Nothing in this document is agreed and remains subject to ongoing bargaining discussions.

	<ul style="list-style-type: none"> • Inclusion of a scoring process for candidate assessments.
Clause 11 – Hours of Work and Rosters	<ul style="list-style-type: none"> • Review of roster change provisions. • Defining of shift length, including defining length of hot seat changeover. • Crew transfers requiring written notice of skill-based need. • Capped transfer period of 6 months. • Inclusion of right to return to crew of the Employee's choice. • Requirement for expressions of interest where there is no agreement. • Inclusion of crew-initiated roster changes. • Combination of clauses 11.8 and 11.9.
Clause 12 – Starting and Finishing Places	Review of starting and finishing places in Site Schedules.
Clause 14 – Continuous Improvement	<ul style="list-style-type: none"> • Inclusion of measurable assessment of business reasons • Requirement that, where Employees' earnings are reduced, the proposed trial requires majority agreement. • Reviews to be taken 3-monthly during a trial.
Clause 15 – Consultation on Major Workplace Change	Requirement that the Company must consult while considering the introduction of a change before a decision is made.
Clause 20 – Breaks	Removal of first crib breaks within the first three hours of a shift.
Clause 41 – Functional Work Areas	Referring to Functional Work Areas in Site Schedules.
Other matters	
Clause 2 – Operation of Agreement	Requirement that the term of the Agreement be agreed once all matters are finalised.
Clause 3.6 – Probationary Period	Removal of probationary period for Labour Hire and Contractors if successful in gaining permanent employment (where there is 6 months or more service).
Clause 3.7 – Paid Suspension	Requirement that paid suspension be utilised for serious matters only.
Clause 9 – Salaries	Requirement that salaries be negotiated only once all other matters are finalised.
Clause 10 – Payment of Salaries	<ul style="list-style-type: none"> • Allowing salary deductions for Union Dues. • Deductions aligned with Fair Work Act requirements. • Inclusion of 60-day limit on Company's right to recover overpayment. • Consideration of financial hardship when recovering overpayments.
Clause 18 – Superannuation	Requirement that superannuation be discussed and finalised with remuneration.
Clause 33 – Work Clothing	Increase in allocation aligned with number of rostered days.
Clause 34 – Accommodation and Commute Arrangements	Inclusion of fixed commute arrangements and removal of current discretionary approach.
Clause 40 – Death and Disablement Payments	Increase in payment to \$120,000.
Clause 43 – Assistance on Termination due to Ill Health	Requirement for payment to employees within 14 days of approval.
Clause 44 – Arrangements during Floods	Extension of existing arrangements to non-local employees.
Clause 45 – First Aid Services and Medicals	Inclusion of qualified paramedics, a ratio of First Aiders per crew, Automated External Defibrillators in all work areas, and Company payment for all Employee Health Assessments.
Site Schedules	For negotiation during bargaining.
Accommodation Agreements	Inclusion of Accommodation Agreements in the body of the Agreement.
Memorandum of Agreed Commitments and Acknowledgments (MACA)	Inclusion of the MACA in the body of the Agreement.
New clause – Disciplinary Process	Inclusion of a step and time-based discipline process.

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